

AGN. NO.

MOTION BY SUPERVISOR GLORIA MOLINA

May 15, 2012

On October 19, 2010, this Board instructed the Chief Executive Office to utilize the vacant space at MacLaren Children's Center (MacLaren) for Alma Family Services, San Gabriel Valley/Pomona Regional Center, and Neighborhood Legal Services of Los Angeles County to leverage program services and increase accessibility for children with developmental delays or disabilities and their families at MacLaren. In order to increase the service array at MacLaren, the CEO should be instructed to negotiate the utilization of the space currently shared by the agencies to include Western University of Health Sciences (Western University). The proposed use will be through December 15, 2014, on a gratis basis, and include the extension of the three agencies currently at MacLaren, as there is no anticipated impact to any County programs.

Studies demonstrate that the leading unmet health care need of young children with developmental disabilities or special health care needs is dental care. This population has higher rates of poor oral hygiene and increased risk for dental disease. Poor oral health is the most common chronic childhood disease and can lead to serious illness and even death, if untreated. Fortunately, most dental problems can be diagnosed early and treated easily to prevent future dental issues.

Western University has been working collaboratively with the San Gabriel Valley/Pomona Regional Center (Regional Center) in the development of oral health preventative care programs.

MOTION

Molina \_\_\_\_\_

Ridley-Thomas \_\_\_\_\_

Knabe \_\_\_\_\_

Antonovich \_\_\_\_\_

Yaroslavsky \_\_\_\_\_

Western University has the ability to use portable dental equipment to provide basic preventative and restorative dental care services to children from birth to age five who are referred and identified as Regional Center clients. Services to be provided include comprehensive dental examinations, treatment of dental disease, fluoride treatments, fillings, as well as crowns.

Western University will commence service provision upon Board approval of the non-exclusive, gratis license agreement. The provision of these services at MacLaren will directly benefit the developmentally disabled children and their families within Los Angeles County and merits the support of the Board.

I, THEREFORE, MOVE THAT THE BOARD, as authorized by Government Code Section 26227:

1. Find that the classroom and office space at MacLaren located at 4024 North Durfee Avenue, El Monte (Spaces identified as 123, 125, 128, 129, 131, 135, 136, and 137) to be utilized by Western University, Alma Family Services, Neighborhood Legal Services of Los Angeles County, and Regional Center is not currently needed for County purposes during the time of the proposed use.
2. Find that the issuance of a gratis non-exclusive license agreement with Western University and amendments with the three agencies is categorically exempt from CEQA pursuant to Class 1 of the County's Environmental Document Reporting Procedures and Guidelines (Existing Facilities).
3. Instruct the Chief Executive Officer or his designee to negotiate, prepare and execute a gratis, non-exclusive license agreement for use of the classroom, utilities, and unreserved parking, with the non-profit private university, Western University of Health Sciences. This agreement will be contingent upon Western University's acceptance of the agreed upon space in its condition at move in, assuming complete legal responsibility for its use of the space, including the classroom instruction and other related use during its occupancy. The term of the license will commence upon full execution by the Chair of the Board through December 15, 2014.

4. Authorize the Chief Executive Officer or designee to negotiate, prepare and enter into Amendment No. 1 to extend the option term of the non-exclusive license Agreement for the period of August 4, 2013 to December 15, 2014. This amendment will be contingent upon Alma Family Service assuming complete legal responsibility for its use of the space, including the classroom instruction and other related use during its occupancy.
5. Authorize the Chief Executive Officer or designee to negotiate, prepare and enter into Amendment No. 1 to extend the option term of the non-exclusive license Agreement for the period of August 4, 2013 to December 15, 2014. This amendment will be contingent upon the Neighborhood Legal Services of Los Angeles County assuming complete legal responsibility for its use of the space during its occupancy.
6. Authorize the Chief Executive Officer or designee to negotiate, prepare and enter into Amendment No. 1 to extend the option term of the non-exclusive license Agreement for the period of August 4, 2013 to December 15, 2014. This amendment will be contingent upon the San Gabriel/Pomona Valley Development Services, Inc., contracted by the State of California to operate the Regional Center, assuming complete legal responsibility for its use of the space, including the classroom instruction and other related use during its occupancy.
7. Authorize the Chief Executive Officer or his designee to negotiate, prepare, and enter into any amendments that may be needed to ensure full utilization of the classroom and office space identified above at MacLaren.

## NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("License") is made and entered into this 15<sup>th</sup> day of May, 2012

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic ("County"),

AND

WESTERN UNIVERSITY OF HEALTH SCIENCES, a California corporation ("Licensee").

### RECITALS:

County is the owner of certain real property located at the MacLaren Children's Center, 4024 N. Durfee Avenue, El Monte, CA 91372 ("Subject Property") and is authorized to license use of the property pursuant to Gov. Code 25537 and/or 26227; and

County wishes to allow the Licensee to provide restorative dental procedures and preventative services to identified San Gabriel/Pomona Valleys Development Services, Inc. ("Regional Center") clients ages 0-5 years of age at the Subject Property as part of a pilot project funded by First 5 LA. County also wishes to allow for storage of Licensee's portable dental equipment at the Subject Property.

Licensee operates a College of Dental Medicine, one of the newest dental education programs in the nation. Licensee's program integrates early service-learning opportunities in community-based locations that stress community assessment, education, and preventive programs.

Licensee desires to use on a non-exclusive basis a portion of the Subject Property, which is not required exclusively for County use.

In consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto and each of them do agree as follows:

### 1. LICENSED AREA

1.01 County hereby provides a non-exclusive License to Licensee and Licensee hereby agrees, upon the terms and conditions hereinafter set forth, to license the shared use of Room 128 (totaling 924 square feet) with the Regional Center and Alma Family Services (another County licensee), located in the Administration Building, First Floor, of the MacLaren Children's Center as shown on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Licensed Area"). Licensee will have access to Room 128 for 1 day a week for up to five days per month subject to room availability and Licensee reserving such use in advance with Alma Family Services.

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Regional Center will have access to Room 128 for 4 hours in the morning for up to five days per month subject to room availability and Regional Center reserving such use in advance with Alma Family Services. Alma Family Services will maintain a schedule to accommodate shared use. County at its sole discretion, may modify or cancel the scheduled dates. Parking is unreserved and available on a first come first served basis.

1.02 The Licensed Area shall be used only by the Licensee for the purpose of providing mobile dental services to Regional Center clients 0-5 years of age and such other purposes as are related thereto.

1.03 Licensee shall make no alterations or improvements to the Licensed Area.

1.04 In the event that Licensee makes any alterations or improvements in violation of Section 1.03 of this License, County may immediately and without prior notice to Licensee exercise any or all of following options:

- (a) Require Licensee to immediately remove all alterations and improvements and restore the Licensed Area to its pre-existing condition;
- (b) Remove the alterations or improvements and charge Licensee for the cost of such removal;
- (c) Notify Licensee of County's intent to retain any and all improvements installed by Licensee in violation of Section 1.03 upon termination of the License; and/or
- (d) Terminate the License and require Licensee to vacate the Licensed Area immediately.

1.05 Licensee acknowledges that Licensee has performed a personal inspection of the Licensed Area and the surrounding area and evaluation of the extent to which the physical condition thereof will affect the License. Licensee accepts the Licensed Area in its present physical condition and agrees to make no demands upon County for any improvements or alterations thereof.

1.06 Licensee hereby acknowledges the title of County and/or any other public agencies having jurisdiction herein and to the Licensed Area and covenants and agrees never to assail, contest or resist said title.

## **2. TERM**

2.01 Provided this License is fully executed by County and Licensee, the term of the License shall commence upon Board Approval and expire on December 15, 2014.

2.02 Either party shall have the option of terminating this License upon giving the other party a 60-day notice in writing. Notwithstanding the foregoing provision, this License may be immediately cancelled in the event of an emergency or unsafe



condition.

### 3. PAYMENT

3.01 This license is granted on a gratis basis. Consideration for this license is full and faithful compliance with the mutual promises, covenants, terms and conditions set forth herein, including, but not limited to, Licensee's continued performance of the services as described in Paragraph 1.02.

### 4. OPERATING RESPONSIBILITIES

4.01 Compliance with Law. Licensee's operations in and use of the Licensed Area shall conform to and abide by all County ordinances and all State and Federal laws and regulations insofar as the same or any of them are applicable; and where permits and/or licenses are required for Licensee's specific use of the Licensed Area, the same must be first obtained from the regulatory agency having jurisdiction herein. County shall maintain the Licensed Area in compliance with all applicable County ordinances and State and Federal laws and regulations.

4.02 Signs. Licensee shall not post signs or advertising matter upon the Licensed Area unless prior approval therefor is obtained from the County, whose approval shall not be unreasonably withheld.

4.03 Sanitation. No offensive matter or refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the Licensed Area, and Licensee shall prevent any accumulation thereof from occurring. Licensee shall pay all charges which may be made for the removal thereof.

4.04 Custodial. Licensee shall be responsible for providing custodial services for the Licensed Area in a clean and sanitary condition.

4.05 Maintenance. The County shall be responsible for maintaining the Licensed Area in working condition.

4.06 Utilities. The County shall be responsible for payment of all utilities necessary for operation of the Licensed Area, excepting telephone and data lines.

4.07 Examination of Licensed Area. Licensee shall permit authorized representatives of the County to enter the Licensed Area for the purpose of determining whether the authorized activities are being conducted in compliance with the terms of this License, or for any other purpose incidental to the performance of the duties required by the Los Angeles County Code.

## **5. INDEMNIFICATION AND INSURANCE REQUIREMENTS:**

During the term of this License, the following indemnification and insurance requirements shall be in effect.

### **5.01 INDEMNIFICATION**

The Licensee shall indemnify, defend and hold harmless the County, from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the Licensee's repair, maintenance and other acts and omissions arising from and/or relating to the Licensee's use of the Premises.

The County shall indemnify, defend and hold harmless the Licensee from and against any and all liability, loss, injury or damage including (but not limited to) demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with the County's repair, maintenance and other acts and omissions arising from and/or relating to the County's ownership of the Premises.

### **5.02 GENERAL INSURANCE PROVISIONS - LICENSEE REQUIREMENTS**

Without limiting the Licensee's indemnification of County and during the term of this License, and until all of its obligations pursuant to this License have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this License. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this Lease. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this License. Licensee will also be responsible to ensure that any of its students providing services at the Licensed Area pursuant to this License will be covered by the insurance required under this License. Such coverage may be provided by Licensee or by each individual student.

#### **A. Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to County at the address shown below and provided prior to the start day of this License.
- Renewal Certificates shall be provided to County not less than 10 days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Licensee insurance policies at any time.



- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified in this License. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding twenty five thousand (\$25,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

County of Los Angeles  
 Chief Executive Office  
 Real Estate Division  
 222 South Hill Street, 3<sup>rd</sup> Floor  
 Los Angeles, CA 90012  
 Attention: Chris Montana, Manager, Property Management

Licensee also shall promptly notify County of any third party claim or suit filed against Licensee which arises from or relates to this License, and could result in the filing of a claim or lawsuit against Licensee and/or County.

#### **B. Additional Insured Status and Scope of Coverage**

The County, which is the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents), shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising from or connected with the Licensee's acts, errors, and omissions arising from and/or relating to the Licensee's operations on and/or its use of the premises. County's additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.



### **C. Cancellation of or Changes in Insurance**

Licensee shall provide County with written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and fifteen (15) business days in advance of any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the License, in the sole discretion of County, upon which County may suspend or terminate this License.

### **D. Failure to Maintain Insurance**

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the License upon which County may immediately suspend or terminate this License. County, at its sole discretion, may obtain damages from Licensee resulting from said breach.

### **E. Insurer Financial Ratings.**

Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the County, with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

### **F. Licensee's Insurance Shall Be Primary**

Licensee's insurance policies, with respect to any claims related to this License, shall be primary with respect to all other sources of coverage available to County. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

### **G. Waiver of Subrogation**

To the fullest extent permitted by law, the Licensee hereby waives its and its insurer(s) rights of recovery against County under all Required Insurance policies for any loss arising from or related to this License. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

### **H. Deductibles and Self-Insured Retentions (SIRs)**

Licensee's policies shall not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation,

administration and defense expenses. County's policies shall not obligate the Licensee to pay any portion of any County deductible or SIR.

#### **I. Claims Made Coverage**

If any part of the Required Insurance is written on claims made basis, any policy retroactive date shall precede the start date of this License. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following License expiration, termination or cancellation.

#### **J. Application of Excess Liability Coverage**

Licensee may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **K. Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **L. Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### **M. County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### **5.03 INSURANCE COVERAGE TYPES AND LIMITS**

**A. Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$2 million



Personal and Advertising Injury	\$1 million
Each Occurrence:	\$1 million

**B. Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this License, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**C. Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If applicable to Licensee's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**D. Commercial Property Insurance.** Such insurance shall:

- Provide coverage for County's property and any improvements and betterments; this coverage shall be at least as broad as that provided by the Causes-of-Loss Special Form (ISO form CP 10 30), excluding earthquake and including flood and ordinance or law coverage.
- Be written for the full replacement cost of the property, with a deductible no greater than \$250,000 or 5% of the property value, whichever is less. Insurance proceeds shall be payable to the Licensee and County as their interests may appear.

**E. Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**F. Professional Liability/Errors and Omissions**

Insurance covering Licensee's liability arising from or related to this License or its use, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Licensee understands and agrees it shall



maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## **6. TRANSFERS**

Licensee acknowledges that the rights conferred herein are personal to Licensee and do not operate to confer on or vest in Licensee any title, interest, or estate in the Licensed Area or any part thereof, and therefore, Licensee shall not assign, hypothecate or mortgage the Licensed Area or any portion thereof, by, through, or pursuant to this License.

## **7. NONDISCRIMINATION**

Licensee certifies and agrees that all persons employed by Licensee and/or by the affiliates, subsidiaries, or holding companies thereof are and shall be treated equally without regard to or because of race, ancestry, national origin, or sex, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964; the Unruh Civil Rights Act; the Cartwright Act; the State Fair Employment Practices Act; and the Americans with Disabilities Act.

## **8. DEFAULT**

Licensee agrees that if default shall be made in any of the covenants and agreements herein contained to be kept by Licensee, County may forthwith revoke and terminate this License, in addition to any of County's other rights and remedies provided at law and in equity.

## **9. WAIVER**

9.01 Any waiver by either party of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of either party to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this License or estopping either party from enforcing the full provisions hereof.

9.02 No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given either party by this License shall be cumulative.

10. **SURRENDER**

Upon expiration of the term hereof or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Area and deliver the Licensed Area to County in reasonably good condition.

11. **ENFORCEMENT**

The County's Chief Executive Officer shall be responsible for the enforcement of this License on behalf of County and shall be assisted therein by those officers, employees, or committees of County having duties in connection with the administration thereof.

12. **COUNTY LOBBYIST ORDINANCE**

Licensee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this License.

13. **NOTICES**

Any notice required to be given under the terms of this License or any law applicable thereto may be placed in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub post office, substation, mail chute, or other like facility regularly maintained by the United States Postal Service. The address to be used for any notice served by mail upon Licensee shall be:

Western University of Health Sciences  
Office of Academic Affairs  
309 E. Second Street  
Pomona, CA 91766-1854  
Attn: Gary Gugelchuk, Ph.D.

or such other place as may hereinafter be designated in writing to the County by Licensee. Notice served by mail upon County shall be addressed to:

Chief Executive Office  
Real Estate Division - Property Management  
222 South Hill Street, 3<sup>rd</sup> Floor  
Los Angeles, CA 90012

or such other place as may hereinafter be designated in writing to Licensee by the Chief Executive Officer. Service by mail shall be deemed complete upon deposit in the above-mentioned manner.



#### **14. REPAIR OF DAMAGE**

Licensee shall, at Licensee's sole expense, be responsible for the cost of repairing any area of the building in which the Licensed Area is located, including the Licensed Area, which is damaged by Licensee or Licensee's agents, employees, invitees or visitors, including the repair of low voltage electronic, telecommunications, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Licensee. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which approval shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws.

#### **15. DAMAGE OR DESTRUCTION**

Should the Licensed Area or the building in which the Licensed Area is located be damaged by fire, incidents of war, earthquake, or other violent action of the elements, County shall have the option to terminate this License.

#### **16. SOLICITATION OF CONSIDERATION**

16.01 It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Licensee with the implication, suggestion or statement that the Licensee's provision of consideration may secure more favorable treatment for the Licensee in the award of the license or that the Licensee's failure to provide such consideration may negatively affect the County's consideration of the Licensee's submission. A Licensee shall not offer to or give, either, directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the issuance of a license.

16.02 Licensee shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the License being terminated.

#### **17. CONFLICT OF INTEREST**

No County employee whose position in County service enables him/her to influence obtaining or awarding any lease, license or permit, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Licensee herein, or have any other direct or indirect financial interest resulting from this License.



**18. ACKNOWLEDGMENT OF INELIGIBILITY FOR RELOCATION ASSISTANCE**

Licensee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260 and hereby acknowledges his/her ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b) (1) of the California Administrative Code upon the future cancellation or termination of this License.

**19. SIGNATURE AUTHENTICITY CLAUSE**

The individual(s) executing this License hereby personally covenants, guarantees and warrants that he/she has the power and authority to obligate the Licensee to the terms and conditions in this License. Licensee shall sign this License before a Notary Public and return it to County for approval. Upon approval, a signed original will be mailed to Licensee.

**20. TAXATION OF LICENSED AREA**

20.01 The interest (as defined in California Revenue and Taxation Code Section 107) in the Licensed Area created by this License may be subject to property taxation if created. The party in whom any such property interest is vested may be subject to the payment of the property taxes levied on the interest.

20.02 Licensee shall pay before delinquency all lawful taxes, assessments, fees or charges which at any time may be levied by the Federal, State, County, City, or any other tax or assessment-levying body upon the Licensed Area and any improvements located thereon.

20.03 If Licensee fails to pay any lawful taxes or assessments upon the Licensed Area which Licensee is obligated to pay, Licensee will be in default of the License.

20.04 County reserves the right to pay any such tax, assessment, fee or charge, and all monies so paid by County shall be repaid by Licensee to County upon demand. Licensee and County agree that this is a license and not a lease and no real estate interest is being conveyed herein.

**21. INTERPRETATION**

Unless the context of this License clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

**22. GOVERNING LAW AND FORUM**

This License shall be governed by and construed in accordance with the internal

laws of the State of California. Any litigation with respect to this License shall be conducted in the courts of the County of Los Angeles, State of California.

23. **ENTIRE AGREEMENT**

This License contains the entire agreement between the parties hereto, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both County and Licensee.

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IN WITNESS WHEREOF, Licensee has executed this License or caused it to be duly executed and the County of Los Angeles, by order of the Board of Supervisors has caused this License to be executed on its behalf by the Chairman of said Board, the day, month and year first above written.

**LICENSEE:**

WESTERN UNIVERSITY  
OF HEALTH SCIENCES

By: Gary M. Gugelchuk  
GARY M. GUGELCHUK, Ph.D.  
Provost and Chief Operating Officer

**ATTEST:**

SACHI A. HAMAI  
Executive Officer, Board of Supervisors

By: Lachelle Smithman  
Deputy  
AUG 28 2012

**COUNTY OF LOS ANGELES**

By: Zev Yaroslavsky  
ZEV YAROSLAVSKY  
Chair, Board of Supervisors

**APPROVED AS TO FORM:**

JOHN F. KRATTLI  
County Counsel

BY: [Signature] for BS  
Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By: Lachelle Smithman  
Deputy  
AUG 28 2012

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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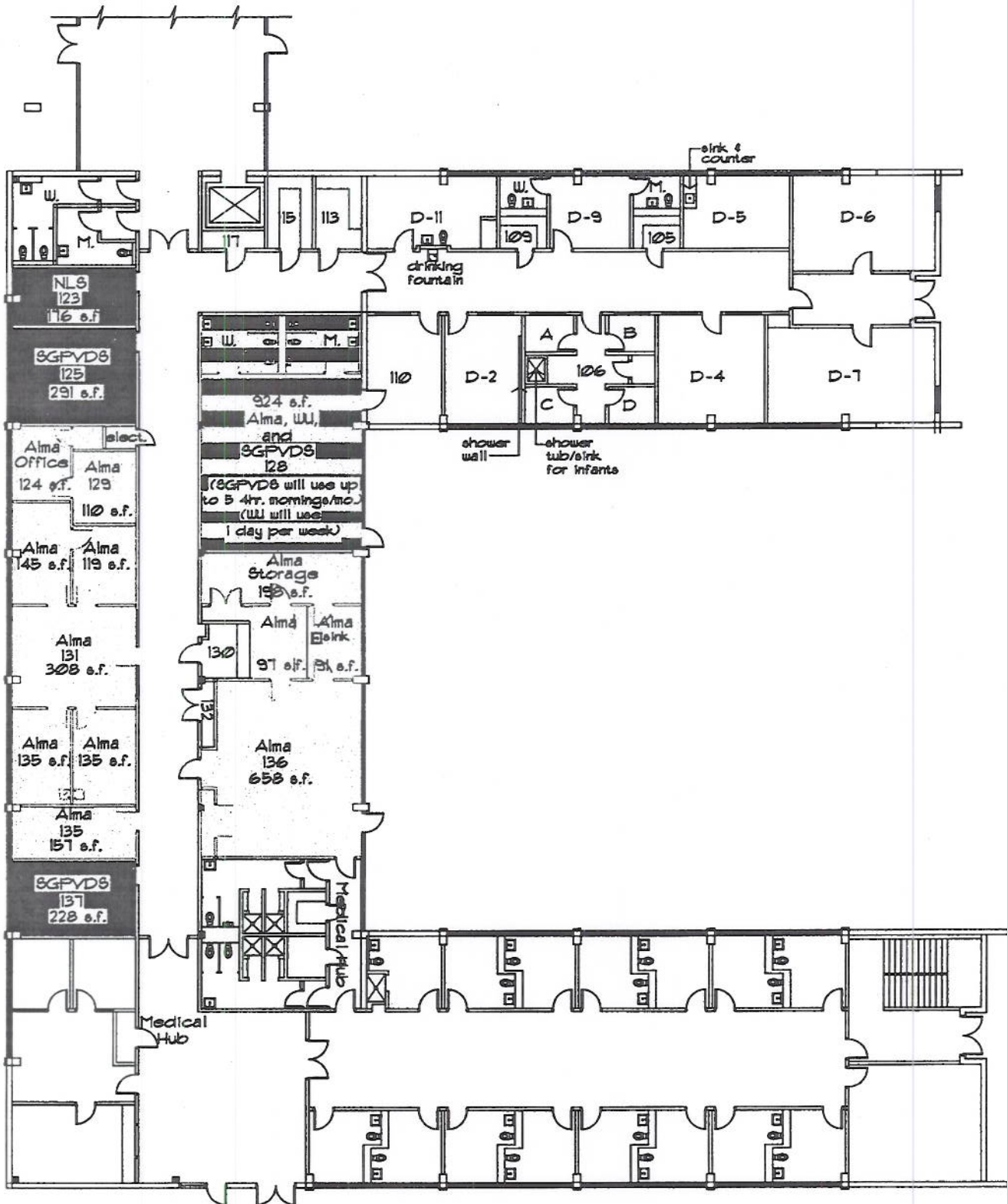
MAY 15 2012

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77834



# EXHIBIT A-1



MacLaren Children's Center  
Administration Building - First Floor  
4024 North Durfee Avenue, El Monte 91732

D Wing and Medical Hub

## KEY

- SGPVDS - San Gabriel Pomona Valleys Developmental Services
- NLS - Neighborhood Legal Services
- WU - Western University